

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnson Products Company, Inc.		02/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Incorporated, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4265175	ULTRA SHEEN MEN	
Serial Number:	85051881	MINERAL SOLUTIONS	
Registration Number:	3999913	MOISTURE · BLEND	
Registration Number:	3935988	ULTRA CARE	
Registration Number:	3914966	JP	
Registration Number:	3962526	NO EXCUSE! STOP THE ABUSE!	
Registration Number:	3914928	THE GREAT MODEL SEARCH	
Registration Number:	3028318	GENTLETREATMENT	
Registration Number:	2834411	US JP JOHNSON PRODUCTS ULTRASHEEN	
Registration Number:	2727925	THE FREEDOM TO DO	
Registration Number:	2232500	ULTRA SHEEN GRO NATURAL TREATMENT	
Registration Number:	1674733	SOFT TOUCH	
Registration Number:	1376790	GENTLE-TREATMENT	
Registration Number:	1277666	GENTLE-TREATMENT	

Registration Number:	1190376	ULTRA SHEEN SUPREME
Registration Number:	0974463	JP
Registration Number:	0988557	JP
Registration Number:	0953827	ULTRA SHEEN
Registration Number:	0968329	ULTRA SHEEN
Registration Number:	0681947	ULTRA SHEEN
Registration Number:	2828288	GENTLE-TIMED FORMULA

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-7
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NAME OF SUBMITTER:	Oscar Ruiz
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Signature:	/Oscar Ruiz/
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Date:	02/05/2013
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2013, is between JOHNSON PRODUCTS COMPANY, INC., a Delaware corporation (the "Grantor"), and GOLUB CAPITAL INCORPORATED, a New York corporation, as Administrative Agent (in such capacity, the "Grantee"), for the benefit of itself, and the other Secured Parties (as defined in the Credit Agreement referred to below). Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has joined in the execution of that certain Credit Agreement dated as of March 20, 2008 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Dr. Miracle's, Inc., as Borrower, Grantee, the other Loan Parties signatory thereto, and the Lenders party thereto; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of March 20, 2008 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor (by way of joinder thereto), Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

JOHNSON PRODUCTS COMPANY,
INC., a Delaware corporation

By: 

Name: _____

Title: _____

Acknowledged:

GOLUB CAPITAL INCORPORATED,
a New York corporation, as Administrative Agent

By: _____

Name: _____

Title: _____

Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**JOHNSON PRODUCTS COMPANY,
INC.,** a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged:

GOLUB CAPITAL INCORPORATED,
a New York corporation, as Administrative Agent

By: Andrew Steiner
Name: ANDREW STEINER
Title: AUTHORIZED SIGNATORY

Schedule 1 to Trademark Security Agreement

Trademark	Application Number	Application Filing Date	Registration Number	Registration Date	Status
DISCOVER THE BEAUTY IN YOU	85366251	7/8/11	N/A	N/A	Pending (Intent to Use)
ULTRA SHEEN MEN	85299092	4/19/11	4265175	12/25/12	Registered
MINERAL SOLUTIONS	85051881	6/1/10	N/A	N/A	Pending
MOISTURE BLEND	77936283	2/16/10	3999913	7/19/11	Registered
MOISTURE BOND	77936300	2/16/10	N/A	N/A	Pending (Intent to Use)
ULTRA CARE	77920851	1/26/10	3935988	3/22/11	Registered
JP	77817462	9/1/09	3914966	2/1/11	Registered
JP JOHNSON PRODUCTS	77817509	9/1/09	N/A	N/A	Pending (Intent to Use)
JP JOHNSON PRODUCTS	77817535	9/1/09	N/A	N/A	Pending (Intent to Use)
NO EXCUSE, STOP THE ABUSE!	77807323	8/18/09	3962526	5/17/11	Registered
THE GREAT MODEL SEARCH	77784906	7/20/09	3914928	2/1/11	Registered
GENTLETREATMENT	78500149	10/14/04	3028318	12/13/05	Registered
US JP JOHNSON PRODUCTS ULTRASHEEN	78190834	12/3/02	2834411	4/20/04	Registered
THE FREEDOM TO DO	76301220	8/17/01	2727925	6/17/03	Registered
ULTRA SHEEN GRO NATURAL TREATMENT	74711592	8/7/95	2232500	3/16/99	Registered
SOFT TOUCH	74007826	12/4/89	1674733	2/11/92	Registered
GENTLE-TREATMENT	73539841	5/28/85	1376790	1/7/86	Registered
GENTLE-TREATMENT	73292991	1/14/81	1277666	5/15/84	Registered
ULTRA SHEEN SUPREME	73229056	8/27/79	1190376	2/23/82	Registered
JP	72426787	6/9/72	0974463	12/4/73	Registered
JP	72426786	6/9/72	0988557	7/16/74	Registered
ULTRA SHEEN	72410723	12/20/71	0953827	2/20/73	Registered
ULTRA SHEEN	72410724	12/20/71	0968329	9/11/73	Registered
ULTRA SHEEN	72051021	5/5/58	0681947	7/14/59	Registered
GENTLE-TIMED FORMULA	76301221	8/17/01	2828288	3/30/04	Registered